

**REGULAMENTO PARA CEDÊNCIA E UTILIZAÇÃO DE BICICLETAS DA
UNIVERSIDADE DO ALGARVE**

[English version]

REGULATION FOR THE TRANSFER AND USE OF BICYCLES AT THE UNIVERSITY OF ALGARVE

Article 1

Scope

The purpose of this regulation is to define the general conditions associated with the temporary concession and use of bicycles from the University of Algarve (UAlg).

Article 2

Management of the Program

The management is the responsibility of a commission specifically appointed for this purpose, comprising a representative of the Rectory, a representative of the Academic Association and a representative of the Social Action Services.

Article 3

Users

Bicycles and the elements referred to in paragraph 3 of article 9 are property of the University of Algarve and are intended for free and temporary use by all members of the academic community of the University of Algarve, namely, students, teachers and researchers, non-teaching workers and scholarship holders.

Article 4

Duration of the temporary concession

Bicycles can be assigned for a largest period of 6 months, renewable for the same period, as long as the user's relationship with the University of Algarve lasts.

Article 5

Applying to the program

- 1 – The availability of bicycles will be indicated online, on the UAlg website, in real time.
- 2 - Program applications can be submitted at any time during the school year. For this purpose, interested users must complete the application form to be made available on the UAlg website.
- 3 - Applications that present fields with incorrect, false or unfilled data are outright rejected.

Article 6

Criteria and conditions for temporary concession

1 - The provision of bicycles to applicants will take into account the successive application of the following criteria:

- a) Belong to UAlg's academic community;
- b) Availability of bicycles;
- c) In the case of a waiting list, depending on the person's link to the UAlg, in the following order: scholarship holders, students, researchers, teachers or non-teaching workers, others;
- d) Length of the concession, favoring longer periods;
- e) Number of kilometers to be covered per month, favoring larger numbers;
- f) Entry order of the application, first in – first out.

2 – When signing the Term of acceptance / Responsibility, the user should show prove of having a civil liability and personal accident insurance.

Article 7

Formalization of the temporary concession

The formalization of the temporary transfer and use of UAlg bicycles comprises the procedures:

- a) Signing the Term of acceptance / Responsibility;
- b) Security deposit in the amount of € 30.00 (thirty euros);
- c) Proof of contracting civil liability and personal accident insurance.

Article 8

Insurance

1 - Insurance against civil liability and personal accidents is mandatory and the responsibility of the user.

2 – The insurance policy referred to in the previous number must cover the payment of indemnities that are legally payable to the insured (user), for property and / or non-property damage resulting from bodily and / or material injuries accidentally caused to third parties (civil liability), and personal injury to the user.

Article 9

Bicycle delivery

1 – Once candidates are selected, they will be informed by email.

2 - Failure to collect a bicycle within 15 days will be considered a withdrawal from the application and determines its assignment to the next candidate on the waiting list.

3 - The bicycle will be provided together with a padlock, helmet, lighting kit and a user kit, which includes, manual / leaflet about the program, map of the safe road network, list of authorized bicycle maintenance workshops and others that are considered relevant.

4 - The delivery of the bicycle is made by signing the UAlg's Term of acceptance / Responsibility, which includes, namely, the following information:

- a) Identification of the user;
- b) Bicycle number and condition;
- c) Responsibilities inherent in the personal and non-transferable use of the bicycle;
- d) Period of duration of the temporary concession;
- e) Proof of signing a civil liability and personal accident insurance policy provided by the University of Algarve, or other;
- f) Proof of security deposit;
- g) Declaration of knowledge and acceptance of the present Regulation and conditions for using UAlg bicycles.

Article 10

Return of the bicycles

1 - At the end of the transfer period, the user must return the bicycle to a designated location, under penalty of civil and criminal liability.

2 - At the time of return, the bicycle must be in a state of conservation similar to that of its delivery, and the user must report any anomaly that it presents.

3 - The security deposit will be returned to the user, after verifying that the bicycle is in a similar state of repair as it was delivered..

Article 11

Renewal of the concession contract

The renewal of UAlg's temporary lease and use of bicycles will take into account the following assumptions:

- a) In case the user intends to extend the term of the concession contract under the terms provided for in article 4, he/she must formalize the request at least 10 days before the date of its termination.
- b) The request for extension of the contract is sent by email to the program management committee.
- c) Renewal requests will be analyzed, giving priority to rotation when bicycles have little or improper use.
- d) It is up to the managing entity of the program to establish other criteria that optimize the fleet, for the benefit of a greater number of users.

Article 12

Assistance and monitoring

The assistance and monitoring service will be carried out as follows:

- a) The program operates throughout the school year, and the program's managing body may determine specific changes to the distribution, duly substantiated, namely related to adverse weather conditions or technical constraints.
- b) In the event of a malfunction or anomaly on the bicycle, the user must immediately inform the managing body and deliver the bicycle, by appointment, to one of the network repair shops..

Article 13 ***User duties and obligations***

1 - The user is responsible for the bicycle during the term of the temporary lease and use of bicycles contract signed with UAlg, that is, between the date of its pickup and the respective delivery on site and the date scheduled for that purpose..

2 - The bicycle must be used in strict compliance with the rules contained in this regulation and the rules of the Highway Code relating to the circulation of bicycles, the user being fully responsible for compliance with legal obligations determined by any competent authority, administrative or police, including the need to wear a protective helmet, reflective vest or other type of equipment of the same nature.

3 - The user is solely responsible for any accidents or losses caused or suffered, on the driver, on the bicycle or on third parties, that occur during the period of use of the bicycle.

4 - The user must use the bicycle correctly, returning it in a state of conservation identical to the one in which it was delivered. Thus, in the act of lifting the user must check if the assigned bicycle is in good condition and if it finds any defect, report it immediately.

5 - The user undertakes, during the time of use, to park the bicycle in appropriate and safe places, always respecting the rules of the Highway Code and using existing public roads and cycle paths.

6 - The user undertakes to use the bicycle regularly.

7 - In the event of loss or theft, the user must report this fact to the program management committee, attaching a copy of the complaint submitted to the police authorities for this purpose.

8 - The use of the bicycle for profit, commercial or other professional use is prohibited, as well as the loan, rental, sale or assignment to third parties.

9 - Disassembly and / or partial or total alteration of the assigned bicycle is prohibited.

10 - The user undertakes to appear on the date, place and time communicated to verify the condition of the bicycle and elements provided.

11 - The transport and use of the bicycle beyond the limits of the district of Faro is prohibited.

Article 14

Termination of the contract

The causes of revocation of the contract include:

- a) Failure to comply with the rules contained in this regulation;
- b) The systematic non-compliance with the Highway Code;
- c) Misuse of the bicycle;
- d) Failure to maintain the bicycle under the terms referred to in paragraph b) of article 12.;
- e) The lack of unjustified appearance, the inspections planned or requested by the program management committee.

Article 15

Omitted cases

The omitted cases and the doubts raised in the interpretation and application of the present regulation are decided by Rector's order, after hearing the program management commission.

Article 16

Revision

The present regulation may be revised at any time by means of a proposal to that effect, to be presented by the program management committee and after approval by the Rector.

Article 17

Implementation

This Regulation shall enter into force on the day following its approval and publication in *Diário da República*.